



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

CHANGE ORDER

Dispatch via Print

Children, Youth & Family Dept

P.O. DRAWER 5160
SANTA FE NM 87501
United States

Vendor: 0000054450
THE UNIVERSITY OF NEW MEXICO
HSC CONTROLLERS OFFICE
MSC09 5220
ALBUQUERQUE NM 87131-5041

Purchase Order 69000-0000040202	Date 02/25/2014	Revision 2 - 02/25/2014	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer IRENE PATTERSON	Phone		

Ship To: 1120 PASEO DE PERALTA, ROOM 212
SANTA FE NM 87502
United States

Bill To: P.O. DRAWER 5160
SANTA FE NM 87501
United States

Origin: EXE ExclExcl #: 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	To continue the professional development of home visitors and therefore increase quality of services.		1.00	EA	185,500.00	185,500.00	07/02/2013
	69000-06700-4050000000-535300- -006907- -114-30000						
	Schedule Total					<u>185,500.00</u>	
	Contract ID: 0000000000000000000015926	Contract Line: 0			Release: 1		
	Item Total					<u>185,500.00</u>	
2- 1	LINE CLOSED To continue the professional development of home visitors and therefore increase quality of services.		1.00	EA	21,364.60	21,364.60	07/02/2013
	69000-06700-4050000000-535300- -006927- -114-30000						
	Schedule Total					<u>21,364.60</u>	
	Contract ID: 0000000000000000000015926	Contract Line: 0			Release: 2		
	Item Total					<u>21,364.60</u>	
3- 1	To continue the professional development of home visitors and therefore increase quality of services.		1.00	EA	16,000.00	16,000.00	07/02/2013
	69000-06700-4050000000-535300- -006937- -114-30000						
	Schedule Total					<u>16,000.00</u>	
	Contract ID: 0000000000000000000015926	Contract Line: 0			Release: 3		
	Item Total					<u>16,000.00</u>	
4- 1	Continue professional development of home visitors and increase quality of services		1.00	EA	46,635.40	46,635.40	11/04/2013
	69000-06700-4050000000-535300- -006923- -114-30000						
	Schedule Total					<u>46,635.40</u>	
	Contract ID: 0000000000000000000015926	Contract Line: 0			Release: 4		
	Item Total					<u>46,635.40</u>	
5- 1	AMEND contract to increase targeted technical assistance and professional development to home visitors and increase the numbers of program sites home visiting programs.		1.00	EA	231,629.00	231,629.00	02/25/2014

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature



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Purchase Order	Date	Revision	Page
69000-0000040202	02/25/2014	2 - 02/25/2014	2
Payment Terms	Freight Terms	Ship Via	
Pay Now	FOB Destination	Best Way	
Buyer	Phone		
IRENE PATTERSON			

Ship To: 1120 PASEO DE PERALTA, ROOM 212
SANTA FE NM 87502
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Bill To: P.O. DRAWER 5160
SANTA FE NM 87501
United States

Origin: EXE Excl/Excl #: 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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69000-06700-Z32004-535300- - - -914-32004

Schedule Total 231,629.00

Contract ID: 14-690-15926-1

Contract Line: 0 Release: 1

Item Total 231,629.00

Total PO Amount 501,129.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

**AMENDMENT NUMBER ONE (1)
AGREEMENT**

This is the first Amendment to Agreement No. 14-690-15926 between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the “Agency” and **Regents of the University of New Mexico for its public operation known as the Health Science Center specifically for the department of Pediatrics, Center for Development and Disabilities (CDD)**, hereinafter referred to as the “Contractor.”

PURPOSE OF AMENDMENT

1. **Revise Attachment 1 – Statement of Work (SOW)** in its entirety to include the targeted technical assistance and professional development to home visitors and increase the number of home visiting program sites from 20 to 25.
2. **Revise Attachment 2-Budget** to increase compensation for FY14 through FY17 by \$1,607,516.00 for new Contact total of \$2,433,516.00
Compensation is being increased for additional home visiting sites and targeted technical assistance and professional development costs.
3. **Revise Paragraph VIII – Maintenance of Records** to include the newly revised version of the CYFD Administrative and Fiscal Standards as incorporated herein as **Revised Attachment 3**.

CHANGES TO AGREEMENT

Effective upon approval by both parties, the Agreement is amended as follows:

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**First Revised Attachment 1 – Statement of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI, infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed two million, four hundred thirty-three thousand, five hundred sixteen dollars (**\$2,433,516.00**). The annual budget is attached hereto as “**First Revised Attachment 2 - Budget**” and incorporated herein by reference.

VIII. Maintenance of Records

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Revised Attachment 3 – CYFD Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

First Revised Attachment 1 – Statement of Work, First Revised Attachment 2 – Budget and Revised Attachment 3 – CYFD Administrative and Fiscal Standards are attached and incorporated into the Contract Amendment.

All remaining sections and exhibits in Contract No. 14-690-15926 shall remain in effect and are not altered by this Amendment.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor



Authorized Signatory
Michael S. Santos
Chief Financial Services Officer, HSC

Date: 2-3-14

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

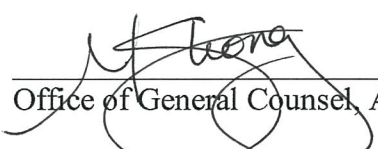
Agency



Secretary or Designee, Agency

Date: 2/21/14

Approved as to legal form and sufficiency.



Office of General Counsel, Agency

Date: 2/19/14

Attachment 1 – Statement of Work
UNM-CDD

Performance Measures:

1. Training modules conducted.
2. Copy of all training and reflective call syllabi provided each quarter.
3. Small group reflective consultation calls completed monthly.
4. Quarterly Meetings planned and conducted/meeting notes provided.
5. Evaluation of all training activities conducted, summarized and reported.
6. Reflective consultation calls with national consultant completed.
7. Standard Manual updated as revisions are identified by the Home Visiting Community and Program Manager.
8. All required reports submitted.
9. Targeted Technical Assistance and Professional Development provided to programs.

Goal:

Families receiving CYFD-funded Home Visiting (HV) services in New Mexico will be served by competent, supported, and trained staff from participating programs.

- Professional Development staff hired after the execution date of this Amendment No. 1, shall have at least a Master's level education in a relevant field and experience working with infants and young children.
- All Professional Development staff shall become endorsed through the New Mexico Association for Infant Mental Health.

Objective(s):

Home visiting supervisors in CYFD-funded HV programs will be supported in increasing their competency using the New Mexico Association for Infant Mental Health (NMAIMH) competencies for Culturally-Sensitive, Relationship-based Practice Promoting Infant Mental Health as a guide, through monthly reflective consultation calls, quarterly meetings, and specialized, targeted to the needs of the program technical assistance and training activities provided by the UNM CDD professional development team and consultants. Evaluation tool will be developed to assess home visitors increased competencies due to training being provided.

Activities:

I. MODULAR TRAINING

- A. Maintain existing training modules in *Foundations of Relationship-Based Home Visiting* series and the Child Development: Birth to Three, "A Family Story" module sections for access by home visiting personnel.
- B. Revamp & update the *Foundations of Relationship-Based Home Visiting Tools Module* to reflect changes in screening and observation tools and to reflect the current fiscal year focus on making connections between what happens on home visits, reflective supervision, documentation and the database.
- C. Establish new training modules that will be available from initiation throughout the contract period. Module process shall include a list of IMH competencies addressed by the module or module section and noted on the certificate of

completion. Work in collaboration with the University of California at San Francisco in the implementation and update of the new training module.

D. For all trainings, the UNM CDD shall:

1. maintain attendance/completion list of personnel utilizing training;
2. maintain evaluation by personnel completing training modules.
3. Assess home visitors increased competencies as a result of training received.

II. CONDUCT/PROVIDE TECHNICAL ASSISTANCE AND TRAINING

Provide targeted and individualized technical assistance and professional development to programs both on-site and through distance communication technology, in consultation with CYFD Home Visiting Program Manager, including regional and statewide trainings.

III. ORIENTATION GUIDE

Develop, design, produce, update with relevant information, and distribute an orientation guide for new HV Managers/Supervisors, based on feedback from the HV Managers and the CYFD HV Program Manager. The product will, among other things, identify essential elements of orienting home visitors. The exact form and content will be decided upon in consultation with the CYFD HV Program Manager.

IV. COLLABORATION MEETINGS WITH THE UNM DATABASE TEAM

The UNM CDD HV Professional Development Team will meet monthly (initially), and bimonthly, at a minimum, with the University of New Mexico, Division of Continuing Education Database Team, and the CYFD HV Program Manager, at the Manager's discretion. The purpose of these meetings will be to:

- A. Increase the HV Professional Development Team's knowledge and understanding of the database, as well as understanding of the Home Visiting program training requirements and needs.
- B. Identify areas where home visitors are unclear about definitions in the database, the use of screening tools (or frequency of use), or other areas of difficulty as identified by the teams and/or the CYFD HV Program Manager.
- C. Identify ways to clarify these issues, such as during Quarterly Meetings, Ask the Manager Calls, inclusion in the Home Visiting Standard Manual, or other venues.
- D. Other items as identified by the CYFD Program Manager.

V. REFLECTIVE CONSULTATION

Conduct monthly reflective phone calls (or teleconferencing, if desired) with HV program supervisor groups; up to 10 cohort groups, with up to 5 members in each group, for a total of up to 30 participants.

- A. Review group constellations for FY14 with CYFD HV Program Manager;
- B. Provide all programs with a professional development plan which has been developed jointly.
- C. Set dates and time of calls for each fiscal year of the contract period with all participants;

- D. Summarize all calls in a format agreed upon with the CYFD HV Program Manager; provide summary to participants and CYFD program manager no more than 7 days after the call;
- E. Provide resource materials to participants with copies to the CYFD HV Program Manager; and
- F. Provide CYFD reports as requested.

VI. ASK THE MANAGER CALLS

Schedule and co-facilitate Ask the Manager Calls, one time per month, in collaboration with the CYFD HV Program Manager. Provide toll free number for call in by Home Visiting Program managers. Disseminate notes via the listserv to home visiting managers and the CYFD HV Program Manager.

VII. QUARTERLY MEETINGS

Schedule, plan, provide food and co-facilitate (with CYFD staff) four quarterly meetings with up to 25 home visiting programs at one central location, with option of teleconferencing connection at up to two regional sites. Provide technical assistance for use of video conferencing or other video technology to enhance participant involvement/engagement; meetings notes taken, summarized and reported to CYFD and Home Visiting programs after each meeting.

VIII. ANNUAL CONFERENCE

Plan, in collaboration with the CYFD HV Program Manager, the annual Home Visiting Conference, to include participation of home visiting programs funded through CYFD. Conference theme(s) will be generated from input from home visiting field personnel and identified national priorities. Additional tasks will include: scheduling conference, identifying budget priorities, arranging logistics including food time and location, disseminating information about the conference, managing registration, identifying keynote and other speakers, conducting evaluation, and providing certificate of participation to include Infant Mental Health (IMH) competencies addressed through the conference.

IX. ATTEND PLANNING MEETINGS FOR STATEWIDE HOME VISITING MEETING

Attend and participate in 5 meetings with the CYFD HV Program for the purpose of developing and identifying training needs, meeting goals and outcomes and an agenda, identifying possible venues and developing a budget for the home visiting conference.

X. EVALUATION

Evaluations conducted/compiled for all trainings, conference, quarterly meetings, and reflective calls with HV supervisors; reported to CYFD quarterly.

XI. TEAM MEETINGS

Contract with a designated national consultant and provide technical assistance for use of video conferencing and/or conference calling for reflective consultation. Participants shall include the CYFD HV Program Manager, UNM CDD HV Professional Development Team and others at the discretion of the CYFD HV Program Manager.

XII. ADDITIONAL ACTIVITIES

- A. UNM CDD shall provide access to conference calling services for reflective consultation calls with HV supervisors, team consultation calls with national consultant, and for monthly administrative calls.
- B. UNM CDD shall provide Quarterly Reports to CYFD regarding all activities and evaluation information.
- C. Final summary report of all activities, evaluations of trainings, anecdotal comments and proposed future trainings, which will include information as requested by CYFD HV Program Manager. Report shall be submitted in the second week of July for each fiscal year in the contract period.
- D. UNM CDD will review information/feedback provided from Home Visiting Managers and revise the existing CYFD NM HV Programs Standard Manual prior to the end of each fiscal year.
- E. Enhance the UNM CDD Home Visiting website:
 - 1. Add articles as they are written, to the website.
 - 2. In collaboration with CYFD, provide links to the CYFD website on the UNM CDD Home Visiting website and links from the CYFD website to the UNM CDD Home Visiting website.
 - 3. Enhance accessibility/usability of the IJNM CDD Home Visiting website where applicable.
- F. Identify, plan and facilitate lectures and/or seminars, which are innovative and non-traditional learning opportunities.

Attachment 2 - Budget

Regents of the University of New Mexico Center for Development and Disabilities (CDD)

Year 1

<u>Description - FY14</u>	<u>Amount</u>
General Funds Contractual Services	\$185,500.00
General Funds or Tobacco Settlement Funds Contractual Services	\$231,629.00
Federal Funds Contractual Services	\$ 84,000.00
Total	\$501,129.00

Year 2

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$185,500.00
General Funds or Tobacco Settlement Funds Contractual Services	\$396,629.00
Federal Funds Contractual Services	\$ 62,000.00
Total	\$644,129.00

Year 3

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$185,500.00
General Funds or Tobacco Settlement Funds Contractual Services	\$396,629.00
Federal Funds Contractual Services	\$ 62,000.00
Total	\$644,129.00

Year 4

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$185,500.00
General Funds or Tobacco Settlement Funds Contractual Services	\$396,629.00
Federal Funds Contractual Services	\$ 62,000.00
Total	\$644,129.00

The total amount of the contract shall not exceed \$2,433,516.00, including gross receipts tax.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

REVISED ATTACHMENT 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

REVISED – September 3, 2013

Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
 - f. Education/experience required;
 - g. Wage and salary information;

- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

- 5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

- 1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
- 2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

Insurance

- 1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
- 2. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single

occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel;

- h. Cost allocation method;
- i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be

available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under \$150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
 - b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$150,000.00 to \$300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
4. Audits for a contractor receiving \$300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
 - a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a

minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department
Contract/Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

COST PRINCIPLES

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.